



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

October 1, 2015

**CONTRACT TITLE:** ONLINE LEGAL RESEARCH SUBSCRIPTIONS

**CURRENT CONTRACT PERIOD:** October 1, 2015 through September 30, 2016

**BUYER INFORMATION:**  
Name Earl Pettit  
Phone (573) 751-5430  
Email address [Earl.Pettit@oa.mo.gov](mailto:Earl.Pettit@oa.mo.gov)

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	October 1, 2015 through September 30, 2016	September 30, 2019

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **NOT MANDATORY**.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C215029001	4114269730 E	<b>WEST GROUP</b>  <u>Contact Persons for Customer and Technical Support Issues</u>  West Customer and Technical Support Tel: 1-800-WESTLAW (1-800-937-8529) E-Mail: <a href="mailto:west.customer.service@thomson.com">west.customer.service@thomson.com</a>  FOR ANY ADMINISTRATIVE ISSUES REGARDING YOUR WEST GROUP ACCOUNT (such as new or changing passwords) PLEASE SEE THE CONTACT ON THE NEXT PAGE:	No	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
		<p>For all Missouri counties except those listed below as covered Doug Hoffman:</p> <p>Contact: David Owens</p> <p>Phone: (c) 314-406-5125</p> <p>Fax: 866-267-6697</p> <p>Email: <a href="mailto:d.owens@thomsonreuters.com">mailto:d.owens@thomsonreuters.com</a></p> <p>For Atchison, Nodaway, Worth, Harrison, Mercer, Grundy, Livingston, Carroll, Saline, Pettis, Lafayette, Johnson, Cass, Jackson, Ray, Clay, Platte, Buchanan, Clinton, Caldwell, Daviess, DeKalb, Andres, Holt, Gentry, and Andrew counties in Missouri:</p> <p>Contact: Doug Hoffman</p> <p>Phone: 402-502-1336</p> <p>Email: <a href="mailto:doug.hoffman@thompson.com">mailto:doug.hoffman@thompson.com</a></p>		

### STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
10/01/15 – 09/30/16	10/01/15	Contract renewed. All terms, conditions, requirements, and provisions, including pricing, remain the same as during the previous contract period.
10/01/14 – 09/30/15	12/01/14	Initial issuance of new statewide contract. This contract replaces statewide contract C203057003.

### SAM II INFORMATION (refer to PCTX table in SAM II)

CONTRACT NUMBER	LINE ITEM	C/S CODE	DESCRIPTION
C215029001	001	92037	Legal Subscription
	002	92037	Public Record Subscription
	003	92037	Other Subscription Options

## GENERAL CONTRACT INFORMATION

1. **Purpose:** Various Missouri state agencies throughout the State of Missouri, also referred to herein as the “agency,” or “state agency,” may require West Publishing Corporation on-line legal subscriptions included in this Single Feasible Source (SFS) B2Z15029. SFS B2Z15029 shall serve the purpose of establishing procurement authority on a statewide basis to allow Missouri state agencies to acquire the required on-line legal research subscriptions in accordance with the requirements and provisions stated herein.
  - a. The resulting contract shall be construed as a non-exclusive agreement. The State of Missouri reserves the right to secure identical and/or similar products/services from other sources at any time in conjunction with or in replacement of the products/services acquired hereunder.
  - b. The contracting authority for the State of Missouri shall be the Office of Administration, Division of Purchasing and Materials Management (DPMM). The DPMM shall establish and administrate the contract for use by the State of Missouri. The point of contact for any contract questions/issues shall be the DPMM.
  - c. The contract shall provide authority to Missouri state agencies to issue a “contract release” (i.e. purchase order) to the contractor for on-line legal research subscriptions. The point of contact for any state agency related questions shall be the state agency. Conversely, the state agency will contact the contractor with any subscription, functionality, and support questions.
2. **Contract Period/Renewal:** The original contract period shall be October 1, 2014 through September 30, 2015. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, and pricing shall not increase by more than 2% over the previous year’s pricing.
3. **Contract Price:** All prices shall be as stated in Exhibit A – Pricing Pages. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
4. **Payments and Invoicing:** The contractor shall understand and agree that the state agency reserves the right to make contract payments to the contractor through electronic funds transfer (EFT).

Payments shall be made in arrears of receiving product/services except for subscriptions which may be paid in advance.

Invoicing: The contractor shall submit a monthly itemized invoice for services provided to each separate state agency for which the contractor is providing service. Each state agency shall be responsible for identifying the specific invoice to address at the time the subscription is requested.

8. **Prohibition of Electronic Self-Help:** The contractor agrees that in the event of any dispute with the State regarding an alleged breach of contract, the contractor shall not use any type of electronic means to prevent or interfere with the State’s use of the on-line legal subscription services/software without first obtaining a valid court order authorizing same. The State shall be given proper written notice and an opportunity to be heard in connection with any request for such a court order. Notwithstanding the foregoing and pursuant to the terms of the Research Subscriber Agreement, the contractor shall retain the right to temporarily or permanently block access to certain Regulated Data (“Data”) if the contractor reasonably believes that the Data may be or has been used for an improper purpose or otherwise in violation of the terms of the Agreement. The contractor understands that it is foreseeable that a breach of this provision could cause substantial harm to the State. No limitation of liability, whether contractual or statutory, shall apply to a breach of this paragraph.
9. **Termination of Contract:** The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving

written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

**Termination of Subscription Term:** Any subscription term shall automatically terminate with the termination and/or expiration of the contract in its entirety (i.e. when the contract ceases to be valid and/or there is no availability or desire by the state to renew the contract).

10. **Software Licensing:** The contractor shall grant the State of Missouri the right to use the software and on-line research services throughout the applicable contract period contingent upon payment of subscription fees specified herein.

Maintenance and/or technical support fees shall be included in the subscription fee. Maintenance support shall allow end users to receive software updates (which include enhancements, corrections, modifications, additions and later versions of the licensed product) and technical support.

Any language or provisions contained in any of the contractor's "shrinkwrap" or "clickwrap" agreements shall be of no force or effect if such provisions conflict with the terms of this contract, the Missouri Constitution, State Law, or State Regulation.

The contractor shall agree that the state agency(s) reserve the right to cancel their subscription(s) on any or all of the item(s) with thirty (30) days prior written notice to the contractor pursuant to the applicable termination provisions included in this SFS contract.

11. **Contractor Status:** The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
12. **Contractor Liability:** The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

- a. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method

and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

13. **Assignment:** The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management.

Confidentiality and Security Documents: If required by the state agency, the contractor must sign specific documents regarding confidentiality, security, or other similar documents upon request. The contractor shall have a reasonable opportunity to review any such document and discuss potential revisions prior to signing.

14. **Property of the State:** The contractor shall agree and understand that all documents, data, reports, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of **the contract, said items shall become the property** of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.

The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.

The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.

15. **Cooperative Procurement Program:** The contractor shall provide online legal research subscriptions and products/services described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

**CONTINUED ON NEXT PAGE**

## **SUBSCRIPTION AND SUPPORT REQUIREMENTS:**

### **1. General Requirements:**

- a. The contractor shall provide Online Legal Research Subscription Services for various agencies of the State of Missouri that meet and/or exceed the requirements described herein.
- b. The contractor shall provide all products and/or services on an as needed, if needed basis. It shall be at the sole discretion of the ordering agency as to which subscription service and/or research database subscriptions the agency subscribes to.
- c. The State of Missouri shall not guarantee any minimum or maximum amount of the contractor's products/services that may be required under the contract.

### **2. Legal Research Databases/Subscription Plans:**

- a. The contractor must provide access to the online legal research databases/subscription plans listed in Exhibit A – Pricing Pages in accordance with the contractor's description of the product included in SFS B2Z15029. It shall be at the state agencies sole discretion as to which option they select.
  - 1) All products included in SFS B2Z15019 must be products available solely from West Publishing Group.
- b. The contractor must provide access to West's CLEAR services in accordance with the Research Subscriber Agreement included as Exhibit B to SFS B2Z15019.
- c. As new subscription options become available or if a customized subscription plan is needed in order to meet a particular state agency's need, the State of Missouri reserves the right to add such subscription plans to this contract via a formal contract amendment in accordance with the requirements and provisions stated herein.

### **3. Accessibility/Support Services Requirements:**

- a. The online legal research databases described herein must be accessible by end users twenty four (24) hours a day, seven (7) days a week, including holidays. The state understands that there will be reasonable periods of scheduled downtime for routine maintenance services. The online subscription services shall permit multiple users to access the online research databases simultaneously.
- b. The on-line research services must include an online help mechanism in order to aid end users in using various proposed databases and services.
- c. The on-line research services must be capable of being accessed from a variety of computer PC's.
- d. The on-line services/software must be compatible and operate with Microsoft Office 97 components and higher and the PC component must be capable of processing on NT, Windows 95/ 98, Windows 2000, Windows XP, and higher.
- e. The contractor must provide a toll-free help desk telephone service that is available 18 hours per day (6:00 a.m. through 12 midnight Central Time), five days a week (Monday through Friday).
- f. The contractor must provide 24 hours per day, 7 days per week electronic support. Electronic support includes the ability to report problems to the vendor on-line, the ability to browse a database containing problems and technical questions, and the ability to order fixes electronically.
- g. The contractor's on-line services must include warning or notification screens that shall notify the user when they are entering into a database area which is not part of their subscription thus notifying them that additional charges may apply if they proceed. The contractor's system must allow users to exit from such areas without incurring additional costs when services are not used.

- h. The contractor must provide all training necessary to operate the on-line system, if requested by the agency.
  - 1) The contractor's training must be provided on-site at a location provided by the ordering state agency.
- i. The contractor should send prior notices via email to end users notifying them of any scheduled downtime of the on-line system.

**4. Other Requirements:**

- a. Single Point of Contact: The contractor must function as the single point of contact for the state agency, regardless of any subcontract arrangements for all products and services.

**PRICING TABLES (effective January 1, 2015 and Continued through September 30, 2016)**

Monthly subscription prices are firm, fixed and include all charges for communication, querying, access, offline transmissions including printing and offline automated citation checking. Monthly subscription costs also include maintenance and technical support costs.

Please refer to contract C215029001 for further descriptions of subscriptions or contact West Group.

<b>Research Database Description</b>	<b># of Users</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
Option 1: Legal Research Subscription (Westlaw Next)	1-25 concurrent users	Each user Per Month	\$129
	26-50 concurrent users	Each user Per Month	\$124
	51-75 concurrent users	Each user Per Month	\$119
	76 or more concurrent users	Each user Per Month	\$114

**Legal Research Subscription Optional Add-On's:**

Missouri Practice Library	\$11 per user per agency
American Law Reports	\$17 per user per agency
American Jurisprudence 2d	\$13 per user per agency
Litigation Library	\$21 per user per agency
McQuillin Library	\$16 per user per agency

RIA and Warren, Gorham & Lamont Libraries

<b>Monthly Rate</b>								
	1-5 Users	6-10 Users	11-15 Users	16-20 Users	21-35 Users	36-50 Users	51-75 Users	76-100 Users
<b>Complete Collection</b>	\$3,605	\$3,863	\$4,120	NA	NA	NA	NA	NA
Federal, State, & Local Tax	\$1,236	\$1,545	\$1,854	NA	NA	NA	NA	NA
Estate Planning Combined	\$773	\$824	\$876	NA	NA	NA	NA	NA
Pension & Benefits Combined	\$309	\$309	\$309	NA	NA	NA	NA	NA
International Tax Library	\$592	\$618	\$644	NA	NA	NA	NA	NA

**Pricing Tables, continued**

Option 2a: Public Records Subscription (CLEAR BASIC)	Number of Passwords	Banded Monthly Rate	Number of Passwords	Banded Monthly Rate
	1	\$79	41-45	\$1,691
	2	\$137	46-50	\$1,859
	3	\$182	51-55	\$2,066
	4	\$239	56-60	\$2,188
	5	\$290	61-65	\$2,333
	6-7	\$415	66-70	\$2,513
	8-10	\$557	71-75	\$2,651
	11-15	\$668	76-80	\$2,784
	16-20	\$870	81-85	\$2,818
	21-25	\$1,048	86-90	\$2,884
	26-30	\$1,239	91-95	\$2,940
	31-35	\$1,410	96-100	\$3,039
	36-40	\$1,611		

Option 2b: Public Records Subscription (CLEAR Advanced)	Number of Passwords	Banded Monthly Rate	Number of Passwords	Banded Monthly Rate
	1	\$174	41-45	\$3,354
	2	\$298	46-50	\$3,652
	3	\$393	51-55	\$3,881
	4	\$510	56-60	\$4,110
	5	\$615	61-65	\$4,520
	6-7	\$791	66-70	\$4,723
	8-10	\$1,053	71-75	\$4,982
	11-15	\$1,359	76-80	\$5,230
	16-20	\$1,755	81-85	\$5,292
	21-25	\$2,096	86-90	\$5,417
	26-30	\$2,499	91-95	\$5,521
	31-35	\$2,822	96-100	\$5,707
	36-40	\$3,205		

Option 3: Legal and Public Records (Westlaw Next)	1-25 concurrent users	Each User Per Month	\$162
	26-50 concurrent users	Each User Per Month	\$153
	51-75 concurrent users	Each User Per Month	\$146
	76 or more concurrent users	Each User Per Month	\$139
Option 4: Missouri PRO (Westlaw Next)	1-25 concurrent users	Each User Per Month	\$48
	26-50 concurrent users	Each User Per Month	\$43
	51-75 concurrent users	Each User Per Month	\$41
	76 or more concurrent users	Each User Per Month	\$40



## Pricing Tables, continued

### Missouri PRO Optional Add-On's (does not include CLEAR):

All State Cases	\$48 per user per agency
All State Statutes	\$37 per user per agency
All State Administration Code	\$24 per user per agency
Regional Case Law	\$29 per user per agency
All Federal Cases	\$63 per user per agency
Bill and Regulation Tracking-Federal + 50 States	\$54 per user per agency
Missouri Practice Library	\$11 per user per agency
American Law Reports	\$17 per user per agency
American Jurisprudence 2d	\$13 per user per agency
McQuillin Library	\$16 per user per agency
Jury Verdicts	\$8 per user per agency
Law Reviews and Journals	\$8 per user per agency

### RIA and Warren, Gorham & Lamont Libraries

Monthly Rate								
	1-5 Users	6-10 Users	11-15 Users	16-20 Users	21-35 Users	36-50 Users	51-75 Users	76-100 Users
<b>Complete Collection</b>	\$3,605	\$3,863	\$4,120	NA	NA	NA	NA	NA
Federal, State, & Local Tax	\$1,236	\$1,545	\$1,854	NA	NA	NA	NA	NA
Estate Planning Combined	\$773	\$824	\$876	NA	NA	NA	NA	NA
Pension & Benefits Combined	\$309	\$309	\$309	NA	NA	NA	NA	NA
International Tax Library	\$592	\$618	\$644	NA	NA	NA	NA	NA

Option 5: Missouri PRO Plus (Westlaw Next)	1-25 concurrent users	Each User Per Month	\$52
	26-50 concurrent users	Each User Per Month	\$49
	51-75 concurrent users	Each User Per Month	\$46
	76 or more concurrent users	Each User Per Month	\$43

## Pricing Tables, continued

### Missouri PRO PLUS Optional Add-On's:

All State Cases	\$48 per user per agency
All State Statutes	\$37 per user per agency
All State Administration Code	\$24 per user per agency
Regional Case Law	\$29 per user per agency
All Federal Cases	\$63 per user per agency
Bill and Regulation Tracking-Federal + 50 States	\$54 per user per agency
Missouri Practice Library	\$11 per user per agency
American Law Reports	\$17 per user per agency
American Jurisprudence 2d	\$13 per user per agency
McQuillin Library	\$16 per user per agency
Jury Verdicts	\$8 per user per agency
Law Reviews and Journals	\$8 per user per agency

### RIA and Warren, Gorham & Lamont Libraries

Monthly Rate								
	1-5 Users	6-10 Users	11-15 Users	16-20 Users	21-35 Users	36-50 Users	51-75 Users	76-100 Users
<b>Complete Collection</b>	\$3,605	\$3,863	\$4,120	NA	NA	NA	NA	NA
Federal, State, & Local Tax	\$1,236	\$1,545	\$1,854	NA	NA	NA	NA	NA
Estate Planning Combined	\$773	\$824	\$876	NA	NA	NA	NA	NA
Pension & Benefits Combined	\$309	\$309	\$309	NA	NA	NA	NA	NA
International Tax Library	\$592	\$618	\$644	NA	NA	NA	NA	NA

### New Optional Add-On Content Packages:

Missouri Supreme Court Briefs	\$16 per user per agency
Missouri Briefs +	\$26 per user per agency
All Briefs	\$46 per user per agency
Missouri Pleadings, Motions & Memoranda	\$26 per user per agency
All Pleadings, Motions, and Memoranda	\$46 per user per agency
Bill/Reg Tracking (StateNet)	\$11 per user per agency
Corpus Juris Secundum (CJS)	\$11 per user per agency
Missouri Legislative History	\$21 per user per agency
RegulationsPlus	\$13 per user per agency
Employment Library	\$19 per user per agency
Related Documents	\$46 per user per agency

### Custom Special Offers

Legal research needs vary widely from agency to agency depending on the nature of the work performed and the unique legal research needs of the end users. When an agency's needs cannot be met by the pricing options outlined in Options 1-5, West can create special packages that are tailored to an agency's unique legal research needs. This will allow an agency to enjoy the best value, in terms of both price and content. Price schedules are not available under this option as pricing will be determined based on agency needs. **In the event an agency desires to accept a special offer, a formal contract**

**amendment issued by the Division of Purchasing and Materials Management must be completed to accept the offer.**

### **WestlawPRO Library Collection**

Westlaw PRO Library Collections are slices of Westlaw content that allow agencies the ability to purchase specific collections of Westlaw content to meet their unique online legal research needs. West will offer Missouri State agencies a 15% discount off of then-current retail pricing from their entire catalog of Westlaw PRO library collections for a one year commitment. Westlaw PRO is a great alternative option for agencies that have unique research needs and must access content that is not available under the previously listed options.

Any agency can search for the commercial and current Westlaw PRO libraries by visiting West's online store at <http://legalsolutions.thomsonreuters.com>. Purchase orders must reference the Missouri Statewide Agreement contract number. Alternatively, please contact your local West government representative to obtain more information and to obtain your discount. The 15% discount off of any Westlaw PRO product is available to any authorized government agency committing to a one year commitment. Additional discounts may apply for longer term commitments.

All access to and usage of Westlaw® and CLEAR® is governed by the Research Subscriber Agreement incorporated herein.

Access to and usage of CLEAR requires completion of the then-current Account Validation and Certification (AVC) Form and Credentialing process.

### Contact Persons for Customer and Technical Support Issues

West Customer and Technical Support  
Tel: 1-800-WESTLAW (1-800-937-8529)  
E-Mail: [west.support@thomson.com](mailto:west.support@thomson.com)